/Carey

March 2022

LEGAL GUARANTEE FOR CONSUMERS IS EXTENDED FROM 3 TO 6 MONTHS

Law No. 21.398 "Pro-Consumer", which was published on December 24, 2021, entered into force yesterday March 24th 2022, increasing the term of the legal guarantee for consumers from 3 to 6 months.

The extension of the legal guarantee period, in addition to the incorporation of new information duties regarding the right of withdrawal, are framed under the main objective of the law, which is to encourage the protection of consumer rights, as well as the other amendments introduced to Article 21, which regulates these matters.

These changes will impact the activity of suppliers in terms of consumer relations, and they will have to adjust not only the legal texts addressed to the public, but also their operations in order to incorporate these changes and comply with the regulations.

The following are the changes to the right of legal guarantee and right of withdrawal:

Legal Guarantee

• Starting on March 24, 2022, the term for consumers to exercise this warranty is extended from 3 to 6 months.
• It will not be necessary to exhaust the voluntary warranty provided by suppliers to exercise any of the rights contained in the legal warranty. Likewise, the exercise of any of the warranties shall suspend the term of the warranty policy granted by the supplier.
• Consumers have the unwaivable right to choose, at their discretion, between the free repair of the good or, after restitution, its replacement or refund of the amount paid, without renouncing to compensations for damage caused, which must be communicated by the supplier in each of its premises, stores, websites or others.
• Suppliers are prohibited from offering consumers products, services, or policies whose coverage includes the same obligations that the supplier must assume in accordance with the Law.

This news alert is provided by Carey y Cía. Ltda. for educational and informational purposes only and is not intended and should not be construed as legal advice.

Carey y Cía. Ltda.
Isidora Goyenechea 2800, 43rd Floor.
Las Condes, Santiago, Chile.
www.carey.cl

Right to withdraw

On the other hand, given the increase in electronic commerce due to the pandemic, the Law also reinforced the Right to Withdraw under the following conditions:

• Consumers may exercise the right of withdrawal or repentance, within a period of 10 days from receipt of the product, without expression of cause, with respect to all purchases of goods, without conditioning the right to the will of the supplier.
• The supplier shall inform consumers about the right of withdrawal in an unequivocal and accessible manner prior to the conclusion of the contract and its respective payment.
• The right of withdrawal also applies to face-to-face purchases in which the consumer had no direct access to the good.
• Only in the case of contracting services, the supplier may exclude the right of withdrawal, which must be clearly and unequivocally informed to the consumer.

To date, the regulations that will establish those assets that due to their nature and on an exceptional basis, will be excluded from the right to withdraw are still pending to be issued. Such regulations should be issued, in accordance with the term established in the Law, as of April of this year.

Authors: Guillermo Carey; Aldo Molinari; Kureusa Hara